

C61627

COURT FILE NUMBER 2101-01130
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF BANK OF MONTREAL



DEFENDANTS EAGLESMED GROUP INC., CHRIS MUSAH PROFESSIONAL CORPORATION, CHRISTOPHER MUSAH, ALSO KNOWN AS CHRIS MUSAH, CHARLES FRANKLIN JOHNSON PROFESSIONAL CORPORATION, CHARLES FRANKLIN JOHNSON, YETUNDE KASUMU MEDICAL PROFESSIONAL CORPORATION and YETUNDE KASUMU

DOCUMENT **APPROVAL AND VESTING ORDER
(Sale by Receiver)**

COM
June 28 2022

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Cassels Brock & Blackwell LLP
Suite 3810, Bankers Hall West
888 3rd Street SW
Calgary, Alberta, T2P 5C5
Telephone: (403) 351-2920
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Email: joliver@cassels.com / kdavis@cassels.com
File No.: 49073-9

Attention: Jeffrey Oliver / Kara N. Davis

DATE ON WHICH ORDER WAS PRONOUNCED: Wednesday, February 16, 2022

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Madam Justice K.M. Horner

UPON THE APPLICATION by Deloitte Restructuring Inc. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertakings, property and assets of Eaglesmed Group Inc. ("**Eaglesmed**") and Chris Musah Professional Corporation ("**CMPC**" and together with Eaglesmed, the "**Debtors**") for an order approving the sale transaction (the "**Transaction**") contemplated by an asset purchase agreement (the "**APA**") between the Receiver and Kirk Farron (the "**Purchaser**") dated February 6, 2022 and appended in redacted form to Appendix "E" to the Second Report of the Receiver dated February 7, 2022; (the "**Second Report**") and in unredacted form as Appendix "A" to the Confidential Supplement to the Second Report dated February 7, 2022 (the "**Confidential Supplement**") and vesting in the Purchaser the Debtors' right, title and interest in and to the property described in the APA (the "**Property**");

AND UPON HAVING READ the Second Report, the Confidential Supplement and the Affidavit of Service of Richard Kay sworn February 11, 2022; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser and any other interested parties in attendance;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved and execution of the APA by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Property to the Purchaser (or its nominee).

VESTING OF PROPERTY

3. Upon delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in Schedule "A" hereto (the "**Receiver's Closing Certificate**"), all of the Debtors' right, title and interest in and to the Property listed in Schedule "B" hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Receivership Order;
 - (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and
 - (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and

- (d) those Claims listed in Schedule "C" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances listed in Schedule "D" (collectively, the "**Permitted Encumbrances**"))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Property are hereby expunged, discharged and terminated as against the Purchased Assets.

4. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Property, subject only to the Permitted Encumbrances. Without limiting the foregoing:

- (a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby directed to forthwith:

- (i) cancel existing Certificate of Title No. 181 010 867 +32 for those lands and premises municipally described as #703, 10 Shawnee Hill, Calgary, Alberta and legally described as:

CONDOMINIUM PLAN 0915321

UNIT 62

AND 94 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "**Lands**");

- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely Kirk Farron;
- (iii) transfer to the new Certificate of Title the existing instruments listed in Schedule "D" to this Order; and

- (iv) discharge and expunge the Encumbrances listed in Schedule "C" to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances), which may be registered after the date of the APA;
 - (b) the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtors in the Property which are of a kind prescribed by applicable regulations as serial-number goods.
- 5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the APA. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Property of any Claims including Encumbrances, but excluding Permitted Encumbrances.
- 6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Property is required for the due execution, delivery and performance by the Receiver of the APA.
- 7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c L-7 and notwithstanding that the appeal period in respect of this Order has not lapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtors and not in its personal capacity.
- 8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Property (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Property from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Property and may be asserted against the net proceeds from sale of the Property with the same priority as they had with respect to the Property immediately prior to the sale, as if the Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale

of the Property without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.

9. Except as expressly provided for in the APA or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtors.
10. Upon completion of the Transaction, the Debtors and all persons who claim by, through or under the Debtors in respect of the Property, and all persons or entities having any Claims of any kind whatsoever in respect of the Property, save and except for persons entitled to the benefit of a Permitted Encumbrance, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Property, and to the extent that any such persons or entities remain in the possession or control of any of the Property, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Property, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Property for its own use and benefit without any interference of or by the Debtors, or any person claiming by, through or against the Debtors.
12. Immediately upon closing of the Transaction, holders of Encumbrances shall have no claim whatsoever against the Receiver.
13. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtor was entitled.

MISCELLANEOUS MATTERS

15. Notwithstanding:
- (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "BIA"), in respect of the Debtors, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Debtors; and
 - (d) the provisions of any federal or provincial statute,

the vesting of the Property in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

16. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
17. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
18. Service of this Order shall be deemed good and sufficient by:
- (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;

- (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
- (b) Posting a copy of this Order on the Receiver's website at:
www.insolvencies.deloitte.ca/en-ca/Eaglesmed.

and service on any other person is hereby dispensed with.

19. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"**FORM OF RECEIVER'S CERTIFICATE**

COURT FILE NUMBER	2101-01130	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PLAINTIFF DEFENDANTS	BANK OF MONTREAL EAGLESMED GROUP INC., CHRIS MUSAH PROFESSIONAL CORPORATION, CHRISTOPHER MUSAH, ALSO KNOWN AS CHRIS MUSAH, CHARLES FRANKLIN JOHNSON PROFESSIONAL CORPORATION, CHARLES FRANKLIN JOHNSON, YETUNDE KASUMU MEDICAL PROFESSIONAL CORPORATION and YETUNDE KASUMU	

DOCUMENT **RECEIVER'S CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Cassels Brock & Blackwell LLP Suite 3810, Bankers Hall West 888 3 rd Street SW Calgary, Alberta, T2P 5C5 Telephone: (403) 351-2920 Facsimile: (403) 648-1151 Email: joliver@cassels.com / kdavis@cassels.com File No.: 49073-9
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Attention: Jeffrey Oliver / Kara N. Davis

RECITALS

- A. Pursuant to an Order of the Honourable Justice D.B. Nixon of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated February 12, 2021, Deloitte Restructuring Inc. was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of Eaglesmed Group Inc. ("**Eaglesmed**") and Chris Musah Professional Corporation ("**CMPC**" and together with Eaglesmed, the "**Debtors**").
- B. Pursuant to an Order of the Court dated February 16, 2022, the Court approved the Asset Purchase Agreement between the Receiver and Kirk Farron (the "**Purchaser**") made as of February 6, 2022 (the "**APA**") and provided for the vesting in the Purchaser of the Debtors' right, title and interest in and to the Property, which vesting is to be effective with respect to the Property upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the

payment by the Purchaser of the Purchase Price for the Property; (ii) that the conditions to Closing as set out in section 7 of the APA have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the APA.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Property payable on the Closing Date pursuant to the APA;
2. The conditions to Closing as set out in section 7 of the APA have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

Deloitte Restructuring Inc., in its capacity as Receiver of the undertakings, property and assets of the Debtors, and not in its personal capacity.

Per; _____

Name:

Title:

SCHEDULE "B"

PROPERTY

See attached Certificate of Title.



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0037 830 973 0915321;62 181 010 867 +32

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0915321
UNIT 62
AND 94 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;23;4;SE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 121 068 786

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
181 010 867	15/01/2018	PLAN CORRECTION		

OWNERS
CHRIS MUSAH PROFESSIONAL CORPORATION.
OF 2630 EVERCREEK BLUFFS WAY SW
CALGARY
ALBERTA T2Y 4V7

ENCUMBRANCES, LIENS & INTERESTS		
REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
861 205 323	11/12/1986	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF CALGARY. AS TO PORTION OR PLAN:8611330
071 476 257	24/09/2007	CAVEAT RE : RESTRICTIVE COVENANT
091 088 418	02/04/2009	UTILITY RIGHT OF WAY GRANTEE - ENMAX POWER CORPORATION. AS TO PORTION OR PLAN:0911884

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

181 010 867 +32

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

THAT PORTION SHOWN AS R/W "B"

091 368 708 07/12/2009 CAVEAT
RE : RESTRICTIVE COVENANT

091 374 432 10/12/2009 RESTRICTIVE COVENANT

091 374 433 10/12/2009 RESTRICTIVE COVENANT

121 068 861 22/03/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
865 HARRINGTON COURT
BURLINGTON
ONTARIO L7N3P3
ORIGINAL PRINCIPAL AMOUNT: \$215,460

151 229 224 04/09/2015 CAVEAT
RE : EASEMENT , ETC.

161 066 727 14/03/2016 EASEMENT
AS TO PORTION OR PLAN:0714133
OVER AND FOR BENEFIT OF -
SEE INSTRUMENT

181 149 369 13/07/2018 CERTIFICATE OF LIS PENDENS
BY - IRIS KHUMALO MUSAH
MATRIMONIAL PROPERTY ACT

211 055 541 16/03/2021 ORDER
IN FAVOUR OF - DELOITTE RESTRUCTURING INC.
3810, 888-3 ST SW
CALGARY
ALBERTA T2P5C5
RECEIVERSHIP ORDER

* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 011

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 16 DAY OF
FEBRUARY, 2022 AT 09:38 A.M.

ORDER NUMBER: 43707997

CUSTOMER FILE NUMBER: 49073-9 cm



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

Schedule "C"**Encumbrances**

REGISTRATION NUMBER	DATE	PARTICULARS
121 068 861	22/03/2012	MORTGAGE MORTGAGEE – BANK OF MONTREAL ORIGINAL PRINCIPAL AMOUNT: \$215,460
181 149 369	13/07/2018	CERTIFICATE OF LIS PENDENS BY – IRIS KHUMALO MUSAH MATRIMONIAL PROPERTY ACT
211 055 541	16/03/2021	ORDER IN FAVOUR OF – DELOITTE RESTRUCTURING INC.

Schedule "D"**Permitted Encumbrances**

REGISTRATION NUMBER	DATE	PARTICULARS
861 205 323	11/12/1986	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF CALGARY AS TO PORTION OR PLAN:8611330
071 476 257	24/09/2007	CAVEAT RE: RESTRICTIVE COVENANT
091 088 418	02/04/2009	UTILITY RIGHT OF WAY GRANTEE - ENMAX POWER CORPORATION AS TO PORTION OR PLAN:0911884 THAT PORTION SHOWN AS R/W "B"
091 368 708	07/12/2009	CAVEAT RE : RESTRICTIVE COVENANT
091 374 432	10/12/2009	RESTRICTIVE COVENANT
091 374 433	10/12/2009	RESTRICTIVE COVENANT
151 229 224	04/09/2015	CAVEAT RE: EASEMENT , ETC.
161 066 727	14/03/2016	EASEMENT AS TO PORTION OR PLAN:0714133 OVER AND FOR BENEFIT OF – SEE INSTRUMENT